



Request for Proposals

ND SUPREME COURT
State Court Administrator's Office
600 East Boulevard Avenue
Bismarck, North Dakota

Request For Proposals

Date of Issue: March 12, 2008

**THE STATE COURT ADMINISTRATOR'S OFFICE, IS SEEKING A
VENDOR TO ASSIST WITH THE EVALUATION OF THE FAMILY LAW
MEDIATION PROGRAM.**

Cathy Ferderer
Family Law Mediation Program Administrator
State Court Administrators Office

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SECTION ONE - INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The State Court Administrator's Office (SCAO), is soliciting proposals for the evaluation of the North Dakota Court System's Family Law Mediation Program.

1.02 Contact Person, Telephone, Fax, E-mail

The Program Administrator is the point of contact for this RFP.

Cathy Ferderer
Family Law Mediation Program Administrator
ND Supreme Court
600 East Boulevard Ave Dept. 180
Bismarck, ND 58505-0530
701-328-2695
CFerderer@ndcourts.gov

1.03 RFP Schedule of Events

This schedule of events represents the best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: March 12, 2008
- Deadline for submission of questions/objections: March 24, 2008
- Response to questions/objections: March 31, 2008
- Proposals due by: April 11, 2008
- SCAO issues contract: April 25, 2008
- Contract start: May 1, 2008

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Three copies of the proposal must be received by the State Court Administrator's Office by **5:00 p.m., central time, on April 11, 2008**

NORTH DAKOTA STATE COURT ADMINISTRATOR'S OFFICE
Attn: Cathy Ferderer
Request for Proposal (RFP): Evaluation of FLMP
600 East Boulevard Avenue
Department 180
Bismarck, ND 58505-0530

1.05 Assistance to Vendors with a Disability

Vendors with a disability who need an accommodation should contact the Program Administrator prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06 Deadline for Receipt of Questions and Objections

Vendors must carefully review this solicitation and all attachments for defects, questionable, or objectionable material. All questions must be submitted in writing to the email address of the Program Administrator, and cite the subject RFP title. The Program Administrator must receive these written requests by the deadline specified in the RFP Schedule of Events.

1.07 Approved Vendor Registration Requirements

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list. The successful vendor will not be required to register as an approved vendor.

1.08 Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all vendors that were mailed a notice of the RFP and to those that have requested a copy of the RFP from the Program Administrator.

1.09 Electronic Posting of RFP

The RFP, any amendments to the RFP, and all questions submitted with responses will be posted on the following website: <http://www.ndcourts.com/rfp/mediationrfp/> Vendors are encouraged to check that website periodically for any updates related to this RFP. Questions can be directed to the mediation program administrator at mediationrfp@ndcourts.gov

SECTION TWO - BACKGROUND INFORMATION

2.01 Background Information

In 2008, the SCAO will implement the Family Law Mediation Program. This pilot program is designed to provide pre-trial mediation services in cases where custody or visitation is in dispute. Post-trial disputes involving custody or visitation may be eligible for the program at the request of the parties or by referral from the assigned judge. The program is being tested in two judicial districts, which together cover 14 counties in two distinct regions of the State. The program is mandated for pre-trial cases that meet the eligibility guidelines. During the pilot phase, all services are provided free of charge to the parties through the use of special mediators under contract with the SCAO.

Goal:

To improve the lives of families and children who appear before the court by trying to resolve custody and visitation disputes through mediation in order to minimize family conflict, encourage shared decision-making, and support healthy relationships and communication among family members.

Objectives:

- To support improved parental decision-making and to promote agreement and compromise vs. litigation and competition for time with children and for limited family resources in family cases
- To improve access to mediation by providing funding for the limited time frame of the pilot project
- To improve parental problem-solving and communication capacities
- To create incentives to pursue mediation including flexibility to negotiate critical issues without judicial intervention
- To determine best practices for family mediation in North Dakota
- To improve rural access to mediation services, as well as access by underprivileged and minority persons
- To work with the domestic violence services community in order to assess risk and provide services where appropriate; and to ensure proper protections are put in place and mediators are well-trained in signposts, risks, and exit planning strategies
- To reduce post-decree litigation and conflict in family cases
- To provide ethical standards for mediators in order to encourage high quality family mediation practice
- To help the public, judiciary, and bar become more aware of the benefits and nature of the mediation process

2.02 Purpose of this Request

The SCAO seeks the services of a qualified consultant to design a process for evaluating and reporting on the efficiency and effectiveness of the new Family Law Mediation Program. The consultant will participate in determining the specific empirical questions that would be most useful in projecting the impact of the program; assist with the development of an evaluation plan for the program which includes a comparison between districts who are part of the pilot and those who are not; assist in the design of data collection methods and instruments; prepare reports and make recommendation regarding data collection. The consultant will be asked to work closely with the Family Law Mediation Program Administrator in developing the evaluation methodology.

The SCAO seeks a consultant with experience and expertise in collection and analysis of both quantitative and qualitative data. Experience is also desired in developing a participatory framework in which the court districts involved in the program are included in the design of the evaluation. Expertise in analyzing data and issues related to family law or court-sponsored services, including quality and satisfaction with services provided, quality of and satisfaction with results obtained, responsiveness to need and appropriateness of services, and economic efficiency and timeliness is desired.

2.03 Scope of Work

The vendor will be asked to:

- Meet and work with the SCAO at least once in Bismarck to identify the most important issues for the legislative, executive and judicial branches in investigating the efficiency and effectiveness of the program.
- Review information currently available in the district courts to identify information that would be useful for the evaluation.
- Prepare recommendations on how to organize and report on the information that is already available.
- Develop taxonomy for describing the program and activities, so that there is a basis for comparison. Prepare a description of the program using this taxonomy.
- In coordination with the Program Administrator, convene at least two meetings of district court personnel and other stakeholders to design a participatory evaluation plan. The plan would include identification of data currently available and any other data that may be gathered.
- In coordination with the Program Administrator, develop an overall evaluation plan for the program which gathers data available and makes recommendations on where and how to gather additional information. Develop a comparison using data from districts included and excluded from the pilot program.
- Develop instruments for collecting and analyzing data.
- Recommend standard protocols that apply to gathering evaluation data.
- Analyze data and prepare reports as necessary.

SECTION THREE - PROPOSAL FORMAT AND CONTENT

To aid in the comparative evaluation of proposals, all grant applications must be submitted in writing and contain the following information in the order listed.

3.01 Applicant Information:

- Name, title, address, phone number, and email address;
- Type of agency (i.e., state government, local unit of government, or tribal government);

- Contact information, including an email address for the project director or primary person to be contacted on matters involving the application.

3.02 Introduction

Proposals must confirm that the vendor will comply with all provisions in this RFP. The proposal must disclose any instances where the organization or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by an agency officer empowered to bind the organization. A vendor's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

3.03 Experience and Qualifications

Vendors must describe the experience of their organization in conducting and completing the kind of research and analysis described in this document including evaluation, multi-site project coordination, collaborative research strategies, qualitative and quantitative methods and his or her knowledge of family law or court-sponsored services. Additionally, vendors must provide information specific to the personnel assigned to accomplish the work called for in this RFP.

Vendors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title
- (b) resume
- (c) description of the type of work the individual will perform
- (d) number of estimated hours for each individual named above

If a vendor intends to use subcontractors, the vendor must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Vendors must provide 3 reference names and phone numbers for similar projects the vendor's firm has completed. SCAO reserves the right to contact any references provided by the vendor. Vendors are invited to provide letters of reference from previous clients.

3.04 Method to Complete the Project

An overall plan with time estimates for completion of all work is required. Elements of the plan should:

- Describe the proposed approach to designing an evaluation of the program. Discuss how to the key outcomes of efficiency, effectiveness, and meeting the needs of litigants will be evaluated.
- Describe how you would develop a participatory evaluation plan in which the Program Administrator and districts court personnel are included in the design of the evaluation.
- Describe the kinds of data collection instruments that would be developed.

- Describe how you would develop the taxonomy describing the district courts which are piloting the program and those not part of the pilot as a method for providing comparable information regarding program success.

3.05 Cost Proposal

Vendors should carefully consider the resources needed to successfully implement the proposed project and present a realistic budget that accurately reflects project costs. The proposal should include a line item showing costs for personnel, travel, equipment, supplies, other costs, and indirect costs. The total costs should not exceed \$100,000.

SECTION FOUR - EVALUATION CRITERIA AND VENDOR SELECTION

4.01 Evaluation Criteria

In evaluating the proposals, cost will not be the sole factor. The SCAO will evaluate the proposal using the following criteria:

- A. Responsiveness of the described work plan;
- B. Experience in similar assignments;
- C. Experience and expertise of staff to be assigned to the project;
- D. Ability to meet timing requirements to complete the project; and
- E. Reasonableness of cost projections.

4.02 Clarification of Proposals

In order to effectively evaluate each proposal, communications by the Program Administrator or the proposal evaluation committee are permitted with a vendor to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

4.03 Interview

It may be necessary to interview one or more vendors to clarify aspects of their submittal or to select from two or more vendors. If interviews are conducted, they will take place by telephone conference or interactive video.

4.04 Right of Rejection

SCAO reserves the right to reject any or all proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The Program Administrator may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP. SCAO also reserves the right to refrain from making an award if it determines it to be in its best interest.

The SCAO reserves the right to waive any minor irregularities in the proposal or request for proposal process that do not have a substantive bearing on the RFP process.

SECTION FIVE - GENERAL CONTRACT INFORMATION

5.01 Contract Term

The SCAO intends to enter into a contract with an effective period of May 1, 2008 through July 1, 2009.

5.02 Contract Type

The contract is a Firm Fixed Price contract.

5.03 Standard Contract Provisions

The successful vendor will be required to sign a contract similar to the one attached to this RFP (Attachment 1). The vendor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the vendor's proposal. No alteration of these provisions will be permitted without prior written approval from the SCAO. Vendors are instructed to contact the Program Administrator in writing by the deadline set for questions with any concerns regarding the contract provisions.

5.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

5.05 Additional Terms and Conditions

The SCAO reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

5.06 Contract Approval

This RFP does not, by itself, obligate the SCAO. The SCAO's obligation will commence when the SCAO approves the contract. Upon written notice to the vendor, the State Court Administrator may set a different starting date for the contract. The SCAO will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the SCAO.

SECTION SIX - STANDARD PROPOSAL INFORMATION

6.01 Authorized Signature

An individual authorized to bind the vendor to the provisions of the RFP must sign all proposals.

6.02 State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submission, presentation, or evaluation of any proposal.

6.03 Conflict of Interest

Vendors must disclose any instances where the organization or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the vendor's proposal. Determination regarding any questions of conflict of interest will be made by SCAO and is final.

6.04 Vendor's Certification

By signature on the proposal, a vendor certifies that it complies with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

6.05 Subcontractors

Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the SCAO.

6.06 Right to Submitted Material

All responses, inquiries, or correspondence in relation to or in reference to the RFP, and all reports, charts, displays, schedules, and other documents submitted by the vendor shall become the property of the SCAO when received.

SAMPLE SERVICE AGREEMENT

THIS AGREEMENT is made between the Office of State Court Administrator (hereinafter referred to as the Court and () on the ___day of _____ 2008.

WHEREAS, the Court desires to employ the services of () to conduct the development and implementation of the Performance Measurement System for the Family Law Mediation Program.

WHEREAS, () is willing to provide the services required.

NOW, THEREFORE, the parties do hereto agree as follows:

- I. Term.** The work under this Agreement shall commence on or before May 1, 2008 and the project shall be completed on or before June 30, 2009, unless the time for completion is extended by mutual agreement of the parties in writing as hereinafter provided.
- II. Services to be Performed by ().** () shall perform the services described in the Request for Proposals except as hereafter amended by the mutual agreement of the parties hereto.
- III. Compensation.**
 - (a) For the performance of the services hereunder, the Court shall pay () based upon the budget outlined in ('s) proposal.
 - (b) () agrees that its records which relate to compensation payable to () for the services rendered hereunder shall be available for review by the Court or its authorized representative during normal business hours with prior notice. Such records shall be retained by () for a period of three years from the date of termination of this Agreement during which period they will be available for review.
 - (c) All invoices and statements for services rendered should be prepared and forwarded to the Court as follows:

Cathy Ferderer
State Court Administrator's Office
600 East Boulevard Ave Dept 180
Bismarck, ND 58505-0530
701-328-2695
701-328-2092 (fax)
CFerderer@ndcourts.gov

All checks or warrants in payment of such invoices should be made payable to (). All payments should be mailed to:

- IV. Independent Contractor Status.** ('s) status for conduct of tasks described herein shall be as an independent contractor, not as an agent or employee of the Court. Any and all employees of () while engaged in the performance of any work or service required by () under this Agreement shall be considered employees of the () only and not the Court. Any and all claims that may arise under North Dakota Workers' Compensation Act on behalf of said employees while so engage, and any and all claims made by a third party as a consequence of any act or omission on the part of ('s) employees while so engaged in any of the work or services so provided to be rendered herein shall be the sole obligation and responsibility of ().
- V. Acceptance Procedure.** () shall render the reports and deliverables described in the Request for Proposal, under the terms and conditions thereof. The Court shall have a maximum of twenty (20) working days from the delivery of the final draft of the completed project prepared hereunder within which to respond in writing to such delivery. If the Court believes the completed project does not conform to the requirements of the Agreement, it shall notify () in writing thereof, within the above-mentioned twenty (20) days and shall indicate with particularity in what manner the project fails to conform. In the absence of such notice of non-conformance, acceptance of the work products will be presumed.
- VI. Covenant Against Contingent Fees** () warrants that is has not employed or retained any company or person other than bona fide employees working for () to solicit or secure this Agreement and that it has not paid or agreed to pay any company commission, percentage, brokerage fees, gifts, or other consideration contingent upon or resulting from the award of making this Agreement. For breach or violation of this warranty, the Court shall have the right to annul this Agreement without liability, or , in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- VII. Nondiscrimination in Employment.** During the performance of this Agreement, () agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin.
- VIII. Contingencies.** In the event that, due to causes beyond the control and without the fault or negligence of (), said () fails to perform under this Agreement, such failure shall not constitute a default in performance, and shall make such other arrangements as shall be necessary and possible to facilitate contract completion.
- IX. Termination by the Court.** If for any reason other than the causes set forth in paragraph VIII above, () shall fail to fulfill its obligations under this Agreement, and such failure shall continue for thirty (30) days after written notice from the Court to (), which notice shall identify such failures specifically, then the Court shall have the right to terminate this agreement upon the court's delivery of a written termination

notice to (); notwithstanding the foregoing, the Court shall have no right to terminate in the event that such failure can be remedied within such 30 day period and so long as t() commences cure within the foregoing 30 day period and thereafter diligently proceeds to remedy such failure. In any event, () shall have the right to receive just and equitable compensation for any satisfactory work completed prior to the date of such termination.

- X. Termination by ().** () may terminate this Agreement at any time for failure of the Court to comply with any material terms or conditions of this Agreement, giving written notice to the Court, effective thirty (30) days following receipt, provided, however, that the Court shall be provided a reasonable time within which to remedy such deficiencies.
- XI. Renewal.** This contract will not automatically renew.
- XII. Access to Information and Facilities.** The Court, recognizing that convenient and timely access to relevant data, information, personnel, and facilities is necessary to the performance of the obligations of () in the discharge of its duties under this Agreement, shall assist, or otherwise aid () in the procurement of such data or information and/or access to such personnel and facilities as necessary for () to perform its duties under the terms and conditions of this Agreement.
- XIII. Publications.** () may publish information, interim and final reports produced in the conduct of this project with the written permission of the Court.
- XIV. Copyrights.** The Court retains all rights, title and interest in and to all data, report materials, reports, copyrights, artwork, illustrations, and other original materials that are compiled or result from this project.
- XV. Governing Law.** The laws of the state of North Dakota shall govern the validity, construction, interpretation, and effect of this Agreement.
- XVI. Conflicts in Documents.** Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Agreement, the documents must control in this order of precedence: (i) the terms of this Agreement, as may be amended; (ii) the State's Request for Proposal dated March 10, 2008; and (iii) the proposal submitted by ().
- XVII. Modification.** This Agreement constitutes the final, integrated expression of the Agreement of () and the Court. No amendments or changes may be made to the terms and conditions of this Agreement (including, but not limited to scope of work, deliverables, timetable or terms of agreement, price, cost, budgetary adjustments or other information including names, addresses and telephone numbers of persons to contact for submission and approval of proposed changes), without the mutual, written consent of the parties hereto.

a. Changes in work

() shall make no change in services unless in pursuance of a written request from the Court authorizing () to proceed with the change.

b. Notification by () of work involving extra cost

If () believes that any changes or instructions proposed by Court involve extra work, extra cost, or an extension of time that was not contemplated by the parties, () shall so notify the Court in writing within five days after such discovery. () shall not proceed to execute such work until making this notification and receiving written approval to proceed with such work.

c. Extra work defined

For purposes of this Agreement, extra work shall mean work the performance of which is found necessary for proper completion of the project, but which is not covered by the proposal and for which no means of payment, direct or indirect, has been provided in the Agreement, and for which special remuneration, by an extra price equitable adjustment or by other consideration, in any case to be negotiated, shall be paid to ().

XVIII. Waivers. The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law.

XIX. Severability. If any term of this contract is declared to be illegal or unenforceable by a court having jurisdiction, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

XX. Representatives of Contracting Parties. The following designated parties, notwithstanding conflicting provisions found in the Proposal incorporated herein, shall represent the parties to this Agreement for notification and communication as may be required:

(a) Representing the Court:

Cathy Ferderer
Family Law Mediation Program Administrator
Office of State Court Administrator
600 E Boulevard Ave Dept 180
Bismarck, ND 58505-0530
701-328-2695

(b) Representing ():

- XXI. Maintenance, Access and Examination of Records.** If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
- XXII. Confidentiality.** Absent a court order, () agrees not to use or disclose any information it receives from the Court under this Agreement that the Court has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by the Court. Absent a court order, the Court agrees not to disclose any information it receives from () that () has previously identified as confidential and which the Court determines in its sole discretion is protected from public disclosure. The duty of the Court and () to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.
- XXIII. Insurance.** () represents and warrants that it is now maintain with responsible insurance carriers, (i) insurance upon its own plant and equipment against fire and other hazards to the extent that like properties are usually insured by others operating plants and properties of similar character in the same general locality; (ii) adequate insurance against liability on account of damage to persons or property; and (iii) adequate insurance under all applicable worker's compensation laws. () will furnish such certificates with respect to its insurance as the Court may from time to time require, provided, however, that the Court shall not request evidence of insurance under this Agreement more than two times during the Term of this Agreement.
- XXIV. Prohibition Against Assignment.** Notwithstanding any other provision of this Agreement, () warrants that is shall not transfer, pledge, or otherwise assign this Agreement, or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust, company, or other financing institution.
- XXV. Indemnity.** () agrees to defend, indemnify and hold harmless the Court, its agencies, officers and employees from any claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner result from or arise from ('s) performance of this Agreement, except for claims resulting from or arising out of the Court's sole negligence, and except that professional liability claims shall be limited to the ('s) negligence arising from professional errors and omissions. The legal defense provided by () to the Court under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Court is necessary. () also agrees to defend, indemnify, and hold the Court harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement

XXVI. Attorney Fees. If a dispute arises under the terms of this Agreement or if any payment required by this Agreement is not paid when due and the matter is turned over to an attorney, the prevailing party in the dispute will be awarded by the court its reasonable attorney fees in addition to the other damages and costs.

()

BY: _____
TITLE: _____
DATE: _____

Office of State Court Administrator

BY: _____
TITLE: _____
DATE: _____